

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Cherie N Smith		
	Debtor(s)	CHAPTER 13
Wilmington Trust, National Association not in its individual capacity but solely as Owner Trustee of OSAT Trust 2021-1		
	Movant	NO. 25-10449 PMM
vs.		
Cherie N Smith		
	Debtor(s)	
Kenneth E. West		11 U.S.C. Section 362
	Trustee	

**MOTION OF WILMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS
INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF OSAT TRUST 2021-1
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is Wilmington Trust, National Association not in its individual capacity but solely as Owner Trustee of OSAT Trust 2021-1.
2. Debtor(s) is/are the owner(s) of the premises 1605 West 7Th Street, Chester, PA 19013, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$108,567.00 on the mortgaged premises that was executed on November 10, 2008. The mortgage has been assigned as follows: FROM: J.P. Morgan Mortgage Acquisition Corp., TO: Wilmington Trust, National Association not in its individual capacity but solely as Owner Trustee of OSAT Trust 2021-1, by assignment of mortgage dated November 12, 2021, recorded April 01, 2022, in Book 6815, Page 4730.
4. Kenneth E. West is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$958.81 for the months of April 01 2025 through June 01 2025, less suspense of \$111.79.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$2,764.64 (plus attorney's fees & costs).

9. Movant is entitled to relief from stay for cause.

10. Select Portfolio Servicing, Inc. services the loan on the property referenced in this Motion for Relief. In the event the automatic stay in this case is lifted/set aside, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Wilmington Trust, National Association not in its individual capacity but solely as Owner Trustee of OSAT Trust 2021-1. Said entity has the right to foreclose by virtue of being the owner and holder of the note. The promissory note is either made payable to said entity or has been duly endorsed.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Matthew Fissel
Matthew Fissel, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106
Phone: (215) 627-1322 Fax: (215) 627-7734
Attorneys for Movant/Applicant
bkgroup@kmlawgroup.com